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Holder of License No. 45637
For the Practice of Allopathic Medicine
In the State of Arizona.

INTERIM CONSENT AGREEMENT FOR PRACTICE RESTRICTION

Tristram Horton, M.D. ("Respondent") elects to permanently waive any right to a hearing and appeal with respect to this Interim Consent Agreement for Practice Restriction and consents to the entry of this Order by the Arizona Medical Board ("Board").

1. The Board is the duly constituted authority for the regulation and control of the practice of allopathic medicine in the State of Arizona.

2. Respondent is the holder of License No. 45637 for the practice of allopathic medicine in the State of Arizona.

3. The Board initiated case number MD-14-0169A after receiving a report that Respondent had been asked to refrain from practice during an investigation of possible medical incompetence at Banner Desert Medical Center and Cardon Children's Medical Center ("Medical Center").

4. The Medical Center also alleged that Respondent had been asked to submit to a drug screen, which was positive for cocaine metabolite. Based on the additional notification, Respondent was referred to the Board's Physician Health Program ("PHP") for assessment.

1 5. Respondent presented for a comprehensive evaluation on March 31, 2014 at
2 the Santé Center for Healing and was discharged on April 3, 2014 with staff approval and
3 the diagnosis of cocaine abuse of a single episode. Two years of monitoring was
4 recommended.

5 6. On April 8, 2014, Respondent entered into an Interim Order for PHP
6 Participation. On December 22, 2014 and December 30, 2014, Respondent submitted
7 consecutive dilute urine drug screen tests. Based on these test results, PHP scheduled
8 Respondent for a PEth test on January 6, 2015. Respondent did not take the PEth test.
9 Respondent subsequently notified the PHP that he no longer wishes to be monitored as
10 required by his Interim Order. PHP has provided Board staff with a report of non-
11 compliance.

12 7. The aforementioned information was presented to the investigative staff, the
13 medical consultant and the lead Board member. All reviewed the information and concur
14 that the interim consent agreement to restrict Respondent's practice is appropriate.

15 8. The investigation into MD-14-0169A is pending and will return to the Board
16 promptly upon completion for review and action.

17 **INTERIM CONCLUSIONS OF LAW**

18 1. The Board possesses jurisdiction over the subject matter hereof and over
19 Respondent.

20 2. Pursuant to A.R.S. § 32-1405(C)(25) the Executive Director has authority to
21 enter into a consent agreement when there is evidence of danger to the public health and
22 safety.

23 3. Pursuant to A.A.C. R4-16-504, the Executive Director may enter into an
24 interim consent agreement when there is evidence that a restriction is needed to mitigate
25 imminent danger to the public's health and safety. Investigative staff, the Board's medical

1 consultant and the lead Board member have reviewed the case and concur that an interim
2 consent agreement is appropriate.

3 **INTERIM ORDER**

4 IT IS HEREBY ORDERED THAT:

5 1. Respondent is prohibited from engaging in the practice of medicine in the
6 State of Arizona as set forth in A.R.S. § 32-1401(22) until he applies to the Executive
7 Director and receives permission to do so as stated in paragraph 3 below. Respondent
8 may not request release from or modification of this Interim Consent Agreement for
9 Practice Restriction until he has completed a PHP assessment and any recommendations
10 that arise as a result of the assessment including evaluation and treatment.

11 2. If further monitoring is recommended, Respondent shall enroll in the Board's
12 PHP within 5 days of the recommendation to do so. Respondent must comply with all the
13 terms and conditions of PHP monitoring, including at a minimum the following:

- 14 i. Respondent shall not consume alcohol or any food or other substance
15 containing poppy seeds or alcohol.
- 16 ii. Respondent shall not take any illegal drugs or mood altering medications.
- 17 iii. All prescriptions for controlled substances shall be approved by the PHP
18 prior to being filled except in an Emergency. Controlled substances
19 prescribed and filled in an emergency shall be reported to the PHP within 48
20 hours. Respondent shall take no Medication unless the Primary Care
21 Physician ("PCP") or other health care provider to whom the PCP refers
22 Respondent prescribes and the PHP approves the Medication. Respondent
23 shall not self-prescribe any Medication. "Medication" means a prescription-
24 only drug, controlled substance, and over-the counter preparation, other than
25 plain aspirin, plain ibuprofen, and plain acetaminophen. Respondent shall

1 submit to random biological fluid, hair and nail testing to ensure compliance
2 with PHP.

3 iv. Respondent shall provide the PHP in writing with one telephone number that
4 shall be used to contact Respondent on a 24 hour per day/seven day per
5 week basis to submit to biological fluid, hair and nail testing to ensure
6 compliance with PHP. For the purposes of this section, telephonic notice shall
7 be deemed given at the time a message to appear is left at the contact
8 telephone number provided by Respondent. Respondent authorizes any
9 person or organization conducting tests on the collected samples to provide
10 testing results to the PHP. Respondent shall comply with all requirements for
11 biological fluid, hair and nail collection. Respondent shall pay for all costs for
12 the testing.

13 v. Respondent shall provide the PHP with written notice of any plans to travel
14 out of state.

15 vi. Respondent shall successfully complete a PHP approved alcohol/drug
16 awareness education class with hours to be directed by PHP.

17 vii. Respondent must provide full consent for the PHP to discuss the
18 Respondent's case with the Respondent's PCP or any other health care
19 providers to ensure compliance with PHP.

20 viii. The relationship between the Respondent and the PHP is a direct
21 relationship. Respondent shall not use an attorney or other intermediary to
22 communicate with the PHP on participation and compliance issues.

23 ix. Respondent shall be responsible for all costs, including PHP costs
24 associated with participating in PHP at the time service is rendered, or within
25 30 days of each invoice sent to the Respondent. An initial deposit of two

1 months PHP fees is due upon entering the program. Failure to pay either
2 the initial PHP deposit or monthly fees 60 days after invoicing will be
3 reported to the Board by the PHP and may result in disciplinary action up to
4 and including revocation.

5 x. Respondent shall immediately provide a copy of this Interim Consent
6 Agreement to all employers, hospitals and free standing surgery centers
7 where Respondent currently has or in the future gains employment or
8 privileges. Within 30 days of the date of this Interim Consent Agreement,
9 Respondent shall provide the PHP with a signed statement of compliance
10 with this notification requirement. Respondent is further required to notify, in
11 writing, all employers, hospitals and free standing surgery centers where
12 Respondent currently has or in the future gains employment or privileges of a
13 chemical dependency relapse or violation of this Interim Consent Agreement.

14 xi. In the event Respondent resides or practices as a physician in a state other
15 than Arizona, Respondent shall participate in the rehabilitation program
16 sponsored by that state's medical licensing authority or medical society.
17 Respondent shall cause the monitoring state's program to provide written
18 quarterly reports to the PHP regarding Respondent's attendance,
19 participation, and monitoring. The monitoring state's program and
20 Respondent shall immediately notify the PHP if Respondent: a) is non-
21 compliant with any aspect of the monitoring requirements; b) relapses; c)
22 tests positive for controlled substances; d) has low specific gravity urine drug
23 test(s), missed and/or late urine drug tests, or otherwise rejected urine drug
24 tests; and e) is required to undergo any additional treatment.

25 xii. The PHP shall immediately notify the Board if Respondent: a) is non-

1 compliant with any aspect of the monitoring requirements or this Interim
2 Consent Agreement; b) relapses; c) tests positive for controlled substances;
3 d) has low specific gravity urine drug test(s), missed and/or late urine drug
4 tests, or otherwise rejected urine drug tests; and e) is required to undergo
5 any additional treatment.

6 3. Once all of the terms and conditions of this Interim Consent Agreement have
7 been met, Respondent may request, in writing, release and/or modification of this Interim
8 Consent Agreement. The Executive Director, in consultation with and agreement of the
9 Lead Board Member and the Chief Medical Consultant, has the discretion to determine
10 whether it is appropriate to release Respondent from this Interim Consent Agreement.

11 4. The Board retains jurisdiction and may initiate new action based upon any
12 violation of this Interim Consent Agreement, including, but not limited to, summarily
13 suspending Respondent's license.

14 4. Because this is an Interim Consent Agreement and not a final decision by
15 the Board regarding the pending investigation, it is subject to further consideration by the
16 Board. Once the investigation is complete, it will be promptly provided to the Board for its
17 review and appropriate action.

18 5. This Interim Consent Agreement shall be effective on the date signed by the
19 Board's Executive Director.

20 **RECITALS**

21 Respondent understands and agrees that:

22 1. The Board, through its Executive Director, may adopt this Interim Consent
23 Agreement, or any part thereof, pursuant to A.R.S. § 32-1405(C)(25) and A.A.C. R4-16-
24 504.

1 2. Respondent has read and understands this Interim Consent Agreement as
2 set forth herein, and has had the opportunity to discuss this Interim Consent Agreement
3 with an attorney or has waived the opportunity to discuss this Interim Consent Agreement
4 with an attorney. Respondent voluntarily enters into this Interim Consent Agreement and
5 by doing so agrees to abide by all of its terms and conditions.

6 3. By entering into this Interim Consent Agreement, Respondent freely and
7 voluntarily relinquishes all rights to an administrative hearing on the matters set forth
8 herein, as well as all rights of rehearing, review, reconsideration, appeal, judicial review or
9 any other administrative and/or judicial action, concerning the matters related to the
10 Interim Consent Agreement.

11 4. Respondent understands that this Interim Consent Agreement does not
12 constitute a dismissal or resolution of this matter or any matters that may be currently
13 pending before the Board and does not constitute any waiver, express or implied, of the
14 Board's statutory authority or jurisdiction regarding this or any other pending or future
15 investigations, actions, or proceedings. Respondent also understands that acceptance of
16 this Interim Consent Agreement does not preclude any other agency, subdivision, or
17 officer of this State from instituting civil or criminal proceedings with respect to the conduct
18 that is the subject of this Interim Consent Agreement. Respondent further does not
19 relinquish his rights to an administrative hearing, rehearing, review, reconsideration,
20 judicial review or any other administrative and/or judicial action, concerning the matters
21 related to a final disposition of this matter, unless he affirmatively does so as part of the
22 final resolution of this matter.
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1 5. Respondent acknowledges and agrees that upon signing this Interim
2 Consent Agreement and returning it to the Board's Executive Director, Respondent may
3 not revoke his acceptance of this Interim Consent Agreement or make any modifications to
4 it. Any modification of this original document is ineffective and void unless mutually
5 approved by the parties in writing.

6 6. Respondent understands that this Interim Consent Agreement shall not
7 become effective unless and until it is signed by the Board's Executive Director.

8 7. Respondent understands and agrees that if the Board's Executive Director
9 does not adopt this Interim Consent Agreement, he will not assert in any future
10 proceedings that the Board's consideration of this Interim Consent Agreement constitutes
11 bias, prejudice, prejudgment, or other similar defense.

12 8. Respondent understands that this Interim Consent Agreement is a public
13 record that may be publicly disseminated as a formal action of the Board, and that it shall
14 be reported as required by law to the National Practitioner Data Bank.

15 9. Respondent understands that this Interim Consent Agreement does not
16 alleviate his responsibility to comply with the applicable license-renewal statutes and rules.
17 If this Interim Consent Agreement remains in effect at the time Respondent's allopathic
18 medical license comes up for renewal, he must renew his license if Respondent wishes to
19 retain his license. If Respondent elects not to renew his license as prescribed by statute
20 and rule, Respondent's license will not expire but rather, by operation of law (A.R.S. § 32-
21 3202), become suspended until the Board takes final action in this matter. Once the
22 Board takes final action, in order for Respondent to be licensed in the future, he must
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1 submit a new application for licensure and meet all of the requirements set forth in the
2 statutes and rules at that time.

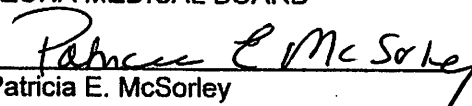
3 10. Respondent understands that any violation of this Interim Consent
4 Agreement constitutes unprofessional conduct under A.R.S. § 32-1401(27)(r) ("[v]iolating a
5 formal order, probation, consent agreement or stipulation issued or entered into by the
6 board or its executive director under this chapter").

7
8 
Tristram Horton M.D.

DATED: 1/26/2015

9
10 DATED this 26th day of January, 2015.

11 ARIZONA MEDICAL BOARD

12 By 
13 Patricia E. McSorley
14 Acting Interim Executive Director

15
16 EXECUTED COPY of the foregoing e-mailed
this 27th day of January, 2015 to:

17 Tristram Horton, M.D.
18 Address of Record

19 Robert Milligan, Esq.
20 Address of Record

21 Greenberg and Sucher, M.D.
22 Address of Record

23 ORIGINAL of the foregoing filed
this 27th day of January, 2015 with:

24 Arizona Medical Board
25 9545 E. Doubletree Ranch Road
Scottsdale, AZ 85258

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Mary Baker
Arizona Medical Board Staff